



CITY OF FREDERICKSBURG, VIRGINIA
REQUEST FOR QUALIFICATIONS

For Graphics Designs Services
To Develop

VISITOR WAYSIDE EXHIBIT PANELS

October 2014

GENERAL INFORMATION

1. Three copies of any submitted qualifications must be received on or before 2:00 p.m., Friday, November 14, 2014. No late submittals will be accepted.

2. Submittals being hand delivered should be directed to:

Senior Planner's Office
715 Princess Anne Street, Room 209
Fredericksburg, VA 22401

3. Proposes being mailed should be addressed to:

Senior Planner
PO Box 7447
Fredericksburg, VA 22404

4. The City of Fredericksburg reserves the right to accept or reject, in whole or in part, any and all submittals received, and to waive technicalities.

5. Submittals shall be binding for 60 days.

6. Inquiries for additional information should be directed to:

Senior Planner
715 Princess Anne Street
Fredericksburg, VA 22401
Phone: (540) 372-1179
FAX: (540) 372-6412
e-mail: enelson@fredericksburgva.gov

7. The City will review all submittals and rank them. The ranking and selection will be based on the following criteria (not necessarily listed in order of importance):

- ☐ Experience with similar projects
- ☐ Expertise in performing the services required
- ☐ Management approach and ability to work within time parameters

8. The City will negotiate with the highest ranked firm on the tasks, schedule, and fee proposal. Negotiations may be formally terminated if they fail to result in a contract within a reasonable period. Negotiations will then ensue with the next ranked firm, and so on.

SUBMITTAL CONTENTS

A. Interested consultants are advised to provide in their submittal as much detail as possible pertaining to their firm's capabilities, experience, and approach to the task outlined in this RFQ.

B. Interested consultants are requested to specifically address the following items:

1. Description of the approach that will be taken to meet the outlined scope of work.
2. Resumes of the project team and key personnel to be assigned.
3. Prior applicable experience in projects similar to the one identified in this RFQ.
4. Prior applicable experience in developing visitor information.

TERMS AND CONDITIONS

1. This RFQ does not commit the City to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a response to this RFQ.
2. The qualification documentation will become part of the City of Fredericksburg official files without any obligation on the part of the City of Fredericksburg.
3. Proposer(s), their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFQ.
4. The City of Fredericksburg reserves the right to request clarification of any qualification documentation after all submittals have been received. The request can be in the form of oral or written communication.
5. The City of Fredericksburg reserves the right to open qualification proposals privately or unannounced, to reject any and all submittals, to waive irregularities and informalities in any qualification statements that are submitted, and to be the sole and final judge of all qualification documentation.
6. The City of Fredericksburg reserves the right to discontinue its evaluation of submittals from any respondents who submit false, misleading or incorrect information.
7. The extent and character of the work to be accomplished by the successful proposer shall be subject to the general control and approval of the City Manager or his designee.
8. The successful proposer shall identify all proposed subcontractors who will furnish services under the terms of this RFQ. Subcontractors shall conform, in all respect, to the applicable provisions specified for the primary consultant and shall further be subject to approval by the City. The work to be done by the consultant's team shall be outlined in detail.
9. The period of performance will be determined after consultation with the City.

SCOPE OF WORK:

Scope of Work for Visitor Wayside Exhibit Panels for the City of Fredericksburg, Virginia

INTRODUCTION

Wayside exhibit panels impart information, through both text and graphics, to visitors and residents. The City of Fredericksburg seeks to engage the services of a qualified graphics designer to develop a series of wayside exhibit panels that will be placed at strategic locations along trails and sidewalks.

DESIGN DEVELOPMENT

Each panel will be a combination of graphics and text, in a format that is three feet wide and two feet high. The overall panels will be made consistent with the City's "Fredericksburg Timeless" brand, to include a band along the left side of the panel, in an approved color, with the Fredericksburg Timeless logo. The rest of each panel will be the focus of the design although the band can also be used for historic quotes, graphics, photographs, etc.

The designer will work with the Senior Planner on each panel. The City will provide graphics and text and the designer will be expected to develop the design. Each panel will need final approval of the Senior Planner before fabrication.

PRODUCTION

Wayside exhibits consist of embedded fiberglass panels placed into aluminum frames. The consultant will be expected to subcontract production of each panel and provide for delivery to the City. Production of approximately 20 panels is anticipated.

DELIVERABLES

The delivered designs will need to conform to the above requirements and the designer will provide an electronic copy of each final design on its own CD.

I. GENERAL TERMS AND CONDITIONS

II. SPECIAL TERMS AND CONDITIONS

III. METHOD OF PAYMENT

IV. ATTACHMENTS

Attachment A – Signature Sheet

I. GENERAL TERMS AND CONDITIONS:

A. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of notice at the City’s home page, under the “Procurement” heading. The web address for the posting is here:
www.fredericksburgva.gov/Departments/FiscalAffairs/index.aspx?id=1407

B. ANTI-DISCRIMINATION: By their submittals, offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2.4343.1E*).

1. Every contract over \$10,000 shall include the provisions:

1. “During the performance of this contract, the consultant agrees as follows:

1. During the performance of this contract, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the consultant, shall state that it is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The consultant will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

C. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Fredericksburg does not discriminate against faith-based organizations.

E. ANTITRUST: By entering into a contract, the consultant conveys, sells, assigns, and transfers to the City of Fredericksburg all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Fredericksburg under said contract.

F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws, provisions and any litigation with respect thereto. The consultant shall comply with all applicable federal, state and local laws, rules and regulations.

- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the consultant in whole or in part without the written consent of the City.
- H. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. SUBMITTAL ACCEPTANCE: Submittals must be delivered by the date and time stated in this solicitation. Submittals will be date and time stamped upon receipt and retained unopened in a secure location until opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of the submittal.
- J. SUBMITTAL ACCEPTANCE PERIOD: Each submittal must be and remain valid for a period of at least sixty (60) days from opening date.
- K. CANCELLATION OF CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Consultant. In the event of such termination the Consultant shall be compensated for services and work performed prior to termination.
- L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than ten percent (10%) of the amount of the contract without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Consultant from the consequences of an error in its bid or offer).
 2. The City may order changes within the general scope of the contract at any time by written notice to the consultant. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The consultant shall comply with the notice upon receipt. The consultant shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By using a unit price set forth in the contract and the consultant accounts for the number of units of work performed, subject to the City's right to determine the correct number of units independently; or
- c. By ordering the consultant to proceed with the work and keep a record of all costs incurred and savings realized. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this consultant. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the consultant from promptly complying with the changes ordered by the City or with the performance of the contract generally.

M. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the submittal documents and/or scope of work/specifications shall be directed to the Senior Planner and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFQ MUST be submitted to the Senior Planner no fewer than seven (7) work days prior to the submittal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFQ is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The consultant assures that information and data obtained as to personal facts and circumstances related to the management of the project, will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the City's written consent and only in accordance with federal law or the Code of Virginia. Consultants who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Consultants shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Consultants and their employees working on this project may be required to sign a confidentiality statement.

- O. CONSULTANT'S FORMS/CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Consultant would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Consultant, must be submitted along with the Consultant's submittal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for qualifications, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Consultant shall not condition its performance or delivery upon any such agreement by the City.
- P. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the consultant's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).
- Q. EXCLUSIVE CONTRACTING: This procurement is being conducted on behalf of only the City of Fredericksburg and no other public bodies, in accordance with 2.2-4304 (A) of the *Code of Virginia*. Any resultant contract may be not be extended to any other Public Body, City, Town, County, University, Authority, etc.
- R. DEBARMENT STATUS: By their submittals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- S. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- T. DESIGNATED PERSONNEL: Consultant may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Consultant under this Agreement, or a

reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.

- U. DRUG-FREE WORKPLACE CLAUSE: During the performance of this contract the consultant agrees as follows: (i) to provide a drug-free workplace for the consultant's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that the consultant maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a consultant in accordance with this procurement transaction, where the consultant's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- V. ETHICS IN PUBLIC CONTRACTING: Per *Code of Virginia*, 2.2-4367: By their submittal, the offeror certifies that their submittal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- W. HEADINGS: Section, article and paragraph headings contained within this Request for Qualifications have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Qualifications.
- X. IDENTIFICATION OF SUBMITTAL ENVELOPE: Submittals must be delivered in a sealed envelope with the outside clearly marked with the note: RFQ for Design Services
- Y. CITY POLICY COMPLIANCE REQUIREMENT: Consultants are required to comply with all the City of Fredericksburg's Policies. These policies are available at www.Fredericksburgva.gov/purchasing under the Vendor Registration link.
- Z. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Fredericksburg, the Consultant certifies that the Consultant does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

AA. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Fredericksburg is closed for business at the time scheduled for submittal opening, for whatever reason, submittals will be accepted and opened on the next scheduled business day, at the originally scheduled time.

BB. INDEMNIFICATION: Consultant hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of , and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Consultant in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Consultant and any of Consultant's subcontractors, agents or employees in the performance of Consultant's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

CC. INSURANCE: By signing and submitting a submittal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

- 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 2) Employer's Liability - \$100,000.
- 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Fredericksburg must be named as an additional insured and so endorsed on the policy.
- 4) Professional Liability - \$1,000,000
- 5) Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Professional Liability Insurance. At its sole expense, and prior to commencing any activities under this Agreement, Contractor shall secure professional liability

insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Contractor, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 ("Required Insurance"). Contractor shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three and a half (3.5) years following final acceptance of the Project by the City. Upon execution of this Agreement Contractor shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Contractor's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Contractor shall immediately (within one business day) notify the City. Contractor's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Contractor and without penalty to the City.

*Additional Insured:

The City of Fredericksburg, its officers, employees and agents will be named as Additional Insured.

Each insurance policy shall be endorsed to include the Required Endorsements specified herein below. Contractor may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Contractor's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Contractor and without penalty to the City.

- DD. OSHA STANDARDS: All consultants and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all consultants and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- EE. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the City to the Consultant belong to the City, are furnished solely for use in connection with the Consultant's performance of Services required by this Agreement, and shall not be used by the Consultant on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Consultant for the City are the sole property of the City, free of any retention rights of the Consultant. The Consultant hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or

on behalf of the Consultant pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

FF. PAYMENT:

1) To Prime Consultant:

- a. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- b. The City will require appropriate tax identification numbers be provided by the contractor prior to receiving any payment from the City.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not

relieve an city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2) To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

GG. PAYMENT TERMS: Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.

HH. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Fredericksburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

II. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- JJ. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.
- KK. QUALIFICATIONS OF OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- LL. RIGHT TO ACCEPT OR REJECT OFFERORS: The City reserves the right to accept or reject any or all proposals in whole or in part.
- MM. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Fredericksburg to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Fredericksburg encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.**
- NN. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror

organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

OO. TAXES: Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Fredericksburg upon request.

PP. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

QQ. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

RR. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offerer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

SS. The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

II. SPECIAL TERMS AND CONDITIONS: The following special terms and conditions

must be included in all RFQs or as indicated:

- A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. CONTRACT: Contract is specifically limited to the scope of this project.
- C. CANCELLATION OF CONTRACT: The contract can be terminated for cause, upon fourteen (14) days notice to the Contractor, or for the convenience of the City upon (30) thirty days' written notice to the Contractor.
- D. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE SECTION 22.1-296.1:
 - a. Contractor acknowledges that the implementation of the above-referenced contract for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Fredericksburg Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Fredericksburg and to the Fredericksburg City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
 - b. Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Fredericksburg of any event that renders this certification untrue.

- III. METHOD OF PAYMENT: Method of payment is to be determined on a job basis.
- IV. ATTACHMENT: Must be returned with proposals.
Attachment A – Signature Sheet

ATTACHMENT A

SIGNATURE SHEET

RFQ for GRAPHICS DESIGN SERVICES

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

_____ Date:

_____ By:

_____ (Signature In Ink)

_____ Zip Code: _____ Name:

Telephone Number: (____) _____ (Please Print)

Fax Number: (____) _____ Title:

FEI/FIN NO. _____ E-mail _____ Address:

State Corporation Commission ID Number:
